

DECLARATION OF DEREK J. MYERS

I, Derek J. Myers, hereby declare as follows:

1. I am over the age of 18 and have personal knowledge of the facts stated herein. I am qualified to testify as to all matters stated herein.

2. I am the plaintiff in U.S. District Court for the Southern District of Ohio case number 2:23-CV-4102.

3. On November 1, 2022, I was booked on the Ohio Revised Code § 2933.52(A)(3) charge underlying this case at the Pike County Sheriff's Office.

4. After my felony arraignment in the County Court for Pike County, the case was bound over to a grand jury.

5. Attached hereto as Exhibit A is a true and correct photograph of the main, identification page of my passport along with the page of my passport verifying my travel to and from Colombia on October 21 and October 24, 2022, respectively.

6. Attached hereto as Exhibit B is a true and correct copy of the bonding documents related to the criminal Ohio Revised Code § 2933.52(A)(3) charge brought against me.


7. Attached hereto as Exhibit C is a true and correct copy of the "Judgment Entry—Order on Bond" filed in Pike County county court case 22CRA0540.

8. Attached hereto as Exhibit D is a true and correct copy of a journal entry filed in Pike County county court case 22CRA0540.

9. Attached hereto as Exhibit E is a true and correct copy of the dismissal entry entered in Pike County court of common pleas case 2022CR92.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on November 10, 2024



Derek J. Myers

Exhibit A

UNITED STATES OF AMERICA

PASSPORT
PASSEPORT
PASAPORTE

UNITED STATES OF AMERICA
Type / Type / Type Code / Code / Code No. Passport No. / No. du Passeport / No. de Pasaporto
P USA 568066414

Surname / Nom / Apellidos

MYERS

MYERS
Given Names / Prénoms / Nombres

DEREK JOEL

DEREK JOEL
Nationality / Nationalité / Nacionalidad

Nationality / Nationalité / Nationalität
UNITED STATES OF AMERICA
Date de naissance / Fecha de nacimiento

08 May 1992

08 May 1992
Place of birth / Lieu de naissance / Lugar de nacimiento

OHIO, U.S.A.

OHIO, U.S.A.
Date of issue / Date de délivrance / Fecha de expedición

25 Apr 2022

25 Apr 2022
Date of expiration / Date d'expiration / Fecha de caducidad

24 Apr 2032

24 Apr 2032
Endorsements / Mentions Specialties / And/or

SEE PAGE 51

Sent / Sent / Sent

M

Authority: Autorité / Autoridad

United States
Department of State

USA

My

Myers 0001

Visas

PT ☐ PID ☐ POA ☐ VISA

24 OCT. 2022

MIGRACIONES BOG

21 OCT. 2022

PT ☐ PID ☐ POA ☐ VISA

MIGRACIONES BOG

PT ☐ PID ☐ POA ☐ VISA

19 NOV. 2022

MIGRACIONES BOG

Exhibit B

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S.M.D. / H.L.S. BONDING COMPANY
Surety Underwriters

571 S. High St.
Columbus, OH 43215
614-221-6049

Defendant Name: Derek Myers

Cognovit Promissory Note

1. As the Borrower, I Tracy L Kottenbrook agree and promise to pay the Lender, S.M.D. / H.L.S. Bonding Co. the sum of \$ 0 dollars for value received on November 1st, 2022 with a payment arrangement of "All terms apply below."

2. Each of the undersigned Borrowers authorizes any person, agency, partnership or corporation having any information concerning the character, credit and financial reputation of the Borrowers to release such information to Lender, including but not limited to credit reports, bank account numbers and background investigations. Such information is to be used to collect any outstanding balance owed to Lender by Borrowers. Borrowers hereby release any such person, agency partnership or corporation from any liability which may be incurred in releasing such information to Lender, including but not limited to Federal, State or local laws.

3. Default: In the event Borrowers fail to pay the full amount of any installment when due, then a late fee shall accrue on the outstanding Principal Sum due at a rate of ten percent (10%) per annum from the date of execution, hereof until paid in full, PLUS ANY COURT COSTS, ATTORNEY FEES, AND COLLECTION COSTS BEING 25% OF THE PRINCIPAL BALANCE incurred by Lender in connection with enforcing the terms of this note. Upon default in payment, the entire principal hereof then remaining unpaid, together with any accrued late fees shall, in the sole discretion of the Lender, become immediately due and payable without notice or demand.

4. If the terms of this Note default, account will be sent to collections in both the Borrower's and defendant's name for reconciliation and/or litigation.

5. Amendments: This Note may be amended only by a written agreement signed by the parties.

6. S.M.D. / H.L.S. may refuse any future bail bonds for the defendant or Lender in the event of nonpayment.

7. Once the bond is posted, the full ten-percent fee is due regardless of the disposition of the case. I understand that violating any terms of this contract could result in the surrender of this bond without entitlement to a refund of any premium paid.

DocuSigned by:
Tracy L Kottenbrook
Signature 76311D93F8DB4FE...
tracy l kottenbrook

Print Name

11/1/22

Date

288806676

Social Security Number

DOB

Myers 0025

DocuSign Envelope ID: EEBC8CCA-361A-4943-8196-3B34E9E8CC61

- information: (f) YOU WILL NOT HAVE THE OPTION TO OPT-OUT OF LOCATION USE OR TRACKING DURING THE BAIL PERIOD; and (g) all questions relating to location capability should be directed to Surety.
14. In the event any provision herein shall be deemed to exceed any applicable state or federal law, then such provision shall automatically be deemed to have been revised to comply with such law so as to provide the Surety with the maximum protection from any loss or liability. The invalidity or unenforceability of any provision herein (or portion thereof) shall in no way effect the validity or enforceability of any other provision (or portion thereof).
15. You have not been paid to sign this Agreement. You have read the above contract, understand it and agree to fulfill ALL of the provisions therein.

IMPORTANT FRAUD WARNINGS

ALABAMA RESIDENTS - Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or who knowingly presents false information in an application for insurance is guilty of a crime and may be subject to restitution fines or confinement in prison, or any combination thereof.

ARKANSAS RESIDENTS - Any person who knowingly presents a false or fraudulent claim for payment for a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

FLORIDA RESIDENTS - Any person who knowingly or with intent to injure, defraud, or deceive any insurer files a statement of claim or an application containing any false, incomplete, or misleading information is guilty of a felony of the third degree.

LOUISIANA, RHODE ISLAND & WEST VIRGINIA RESIDENTS - Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

MAINE, TENNESSEE, VIRGINIA & WASHINGTON RESIDENTS - It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties may include imprisonment, fines or a denial of insurance benefits.

NEW JERSEY RESIDENTS - Any person who includes any false or misleading information on an application for an insurance policy is subject to criminal and civil penalties.

NEW MEXICO RESIDENTS - ANY PERSON WHO KNOWINGLY PRESENTS A FALSE OR FRAUDULENT CLAIM FOR PAYMENT OF A LOSS OR BENEFIT OR KNOWINGLY PRESENTS FALSE INFORMATION IN AN APPLICATION FOR INSURANCE IS GUILTY OF A CRIME AND MAY BE SUBJECT TO CIVIL FINES AND CRIMINAL PENALTIES.

NEW YORK RESIDENTS - Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime, and shall also be subject to a civil penalty not to exceed five thousand dollars and the stated value of the claim for each such violation.

OHIO RESIDENTS - Any person who, with intent to defraud or knowing that he is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement is guilty of insurance fraud.

OKLAHOMA RESIDENTS - WARNING: Any person who knowingly, and with intent to injure, defraud or deceive any insurer, makes any claim for the proceeds of an insurance policy containing any false, incomplete or misleading information is guilty of a felony.

PENNSYLVANIA RESIDENTS - Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.

SIGNED, SEALED AND DELIVERED at 571 S. High St. Col., OH 43215 this 1st day of November, 2022

WITNESS

Sign: _____

Print: _____

INDEMNITOR

Sign: 

Print: Tracy Kottel 76211D9358DB4FE...

SURETY:

American Surety Company
P.O. Box 68932
Indianapolis, IN 46268
317-875-8700
info@ASC-USI.com

BAIL PRODUCER [Stamp must include Name, Address, Phone, License No. and Email Address as required]

SMD & HLS
BAIL BONDS

HANTLER | BAIL ENGLISH | FOX | AA ASSOCIATE

614-221-6040 | Columbus Ohio Bail Bonds.com

571 South High Street Columbus, Ohio 43215

DocuSign Envelope ID: EEBC8CCA-3E

SMD BONDING
571 S HIGH ST
COLUMBUS, OH 432155606

11/01/2022 09:42:36
MID: XXXXXXXXXXXX889 TID: XXXXX379

CREDIT CARD

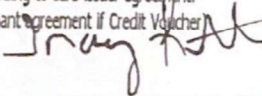
MC SALE

Card # Token	XXXXXXXXXXXXX5776
SEQ #:	4
Batch #:	953
INVOICE	4
Approval Code:	686790
Entry Method:	Manual
Mode:	Online
As Code:	NYZ

SALE AMOUNT \$2175.00

I agree to pay above total amount
according to card issuer agreement.
(Merchant Agreement If Credit Voucher)

DocuSigned by:



X 76311D93F8DB4FI

MERCHANT COPY

Myers 0027

Exhibit C

IN THE COUNTY COURT, PIKE COUNTY, OHIO

STATE OF OHIO

Plaintiff

CASE NO.

22 CR 0540

-v.-

Myers, Derek Joel
Defendant

JUDGMENT ENTRY - ORDER ON BOND

Pursuant to Rule 46 of the Ohio Rules of Criminal Procedure, the Court hereby imposes the following conditions, marked below, upon the Defendant's pre-conviction release:

☐ The Defendant shall be released upon the Defendant's **OWN RECOGNIZANCE** [O.R.C. 2937.29 and Crim. R. 46 (D)], and upon any of the additional conditions marked below.

☐ The Defendant shall be released only upon the Defendant's execution of an **UNSECURED APPEARANCE BOND** in the amount of \$ _____.

☒ The Defendant shall be released only upon execution and filing by the Defendant of an **APPEARANCE BOND** in the amount of \$ 20,000, with the following additional requirements marked below with respect to such bond:

☒ The Defendant shall deposit with the Clerk of this Court a sum equal to the **TOTAL OF SUCH AMOUNT IN CASH**.

☐ The deposit with the Clerk of this Court of a sum equal to **TEN PERCENT (10%)** OF SUCH AMOUNT IN CASH to secure Defendant's appearance.

☒ The bond shall also be executed by and on behalf of a **SURETY COMPANY** authorized to do business in Ohio.

IN ADDITION TO ANY OF THE ITEMS MARKED ABOVE, THE DEFENDANT SHALL OBEY ALL LAWS GENERALLY, AND SHALL NOT VIOLATE ANY LAW(S) OR REGULATION(S) OF THE STATE OF OHIO, OR OF ANY MUNICIPALITY, VILLAGE, TOWN, COUNTY, OR TOWNSHIP WITHIN THE STATE OF OHIO. FURTHERMORE, ANY ITEMS MARKED BELOW SHALL ALSO BE CONDITIONS OF THE DEFENDANT'S PRE-CONVICTION RELEASE:

☒ The Defendant shall have no contact, either directly or indirectly, with FILED, Jacob Wagner PIKE COUNTY COURT, except as set forth below.

☐ The Defendant shall stay away from the premises at NOV 02 2022 OH, except as set forth below.

☐ The Defendant may have limited contact with the above-named person(s) and may go around the above-designated premises within seven (7) days after [the issuance of this order for release from jail], only if accompanied by a uniformed law enforcement officer, in order to obtain the Defendant's clothes and personal effects.

☒ The Defendant shall not consume, use, possess, pay for, share the cost of, purchase, or attempt to purchase any beverage containing alcohol or any drug of abuse. The Defendant also shall not be present at any time in any place where any beverage containing alcohol is sold or otherwise dispensed for consumption on the premises. The Defendant also shall not refuse to take any test(s) to determine the concentration of alcohol or drug of abuse in the Defendant's blood, breath, or urine requested by any law enforcement officer or the Court's probation officer.

☐ The Defendant shall undergo alcohol / drug / domestic violence / mental health counseling at Scioto Paint Valley Mental Health Center, Pike Recovery Council, or a comparable facility/program. The Defendant shall file written proof of enrollment in such counseling on or before the date of the next scheduled court appearance.

☐ The Defendant shall be placed on electronically monitored house arrest, to be supervised by the Court's probation officer. The Defendant shall comply with all terms of house arrest as determined by the probation officer.

☐ Should Defendant become enrolled in an in-house residential substance abuse treatment program, bond shall then be modified, without the necessity of further court order, to an OR bond. Defendant shall then go directly from the jail to the in-house facility, and shall comply with all rules, regulations, and recommendations of said facility and/or its counselors.

☒ Other:

Folkmar and comply with all local and state rules for medication at the Pike County Courthouse

Judge Anthony A. Moraleja

Myers 0032

Exhibit D

IN THE COUNTY COURT, PIKE COUNTY, OHIO

STATE OF OHIO

Plaintiff,

Case No. CRA 2200540
O.R.C. Section No. ELECTR COMMU

NIC

-vs-

JOURNAL ENTRY

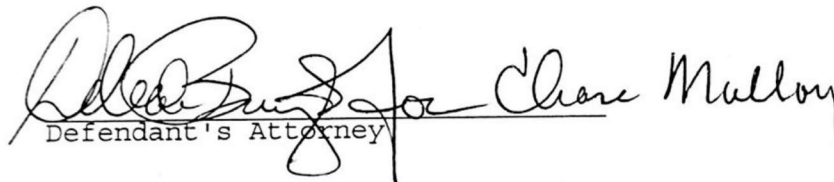
Myers, Derek J

Defendant.

Nov 2, 2022

I, Myers, Derek J, the undersigned, being first duly advised of my rights herein and the nature of the charge against me, do hereby and affirmatively waive my right to Preliminary Hearing in this Court and consent to be bound over to the Grand Jury of this County on said charge, without a Preliminary Hearing.


Defendant


Defendant's Attorney

JOURNAL ENTRY

Upon the Defendant's waiver of right to preliminary hearing and consent to be bound over to the Pike County Court of Common Pleas without preliminary hearing, it is ordered that such waiver and consent, be and hereby is, approved, and that the Defendant be bound over to the Court of Common Pleas, Pike County, Ohio, for further proceedings, herein.

The Court further orders as follows with respect to Defendant's bond:

FILED
PIKE COUNTY COURT

NOV 02 2022

JUSTIN P BREWSTER
CLERK


COUNTY COURT JUDGE - PIKE COUNTY

Myers 0031

Exhibit E

IN THE COURT OF COMMON PLEAS, PIKE COUNTY, OHIO

STATE OF OHIO,
Plaintiff,
-vs-

Case No. 2022CR000092

DISMISSAL ENTRY

DEREK J. MYERS,
Defendant.

On the 10th day of August, 2023, this matter was before the Court. The State of Ohio was represented by the Prosecuting Attorney, Michael A. Davis. The Defendant was not present in Court.

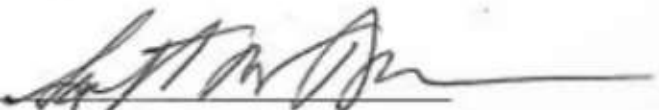
Upon oral application of the Prosecuting Attorney, the State of Ohio no longer wishes to proceed with the above-captioned case for reason that the above defendant was bound over to the Pike County Grand Jury on November 2, 2023, and no final action has been taken by said Pike County Grand Jury.

For good cause shown, it is therefore **ORDERED** that this action be, and hereby is, **DISMISSED**, *without* prejudice.


Any bond posted in this matter is hereby released.

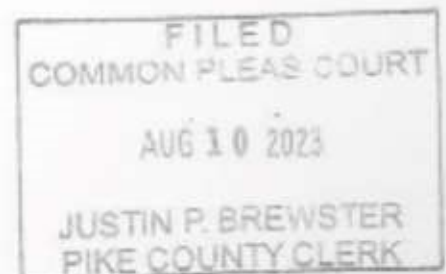
The Clerk is directed to mail a copy of the foregoing to defendant and counsel of record.

IT IS SO ORDERED.


SCOTT W. NUSBAUM, JUDGE
(Sitting by Assignment)

Approved:


MICHAEL A. DAVIS (0096310)
PROSECUTING ATTORNEY



Myers 0046